

**A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF NORTH
BRUNSWICK AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE
BOROUGH OF HELMETTA FOR THE PROVISION OF
VEHICLE MAINTENANCE SERVICES BY THE
NORTH BRUNSWICK DEPARTMENT OF PUBLIC WORKS**

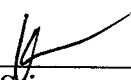
WHEREAS, pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A.40A:65-1 et seq. municipalities within the State of New Jersey are permitted to enter into agreements between local units for any service or circumstance intended to reduce property taxes through the reduction of local expenses; and

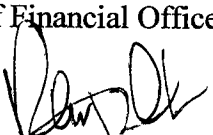
WHEREAS, Helemetta is desirous of continuing to obtain vehicle maintenance services from North Brunswick for routine maintenance and repair functions, and North Brunswick is desirous of continuing to provide such services for the compensation set forth in the attached agreement; and

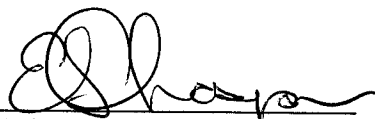
WHEREAS, the terms and conditions of said agreement shall commence as of January 1, 2016 and shall terminate on December 31, 2018; and

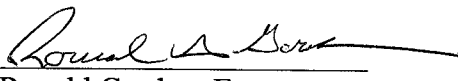
WHEREAS, in consideration of the mutual and joint obligations set forth herein and other valuable considerations, the Borough of Helmetta and Township of North Brunswick do hereby mutually agree to the attached agreement.

NOW THEREFORE, BE IT RESOLVED, Township Council of the Township of North Brunswick does hereby authorize the Mayor to execute and Township Clerk to witness an agreement with the Borough of Helmetta for vehicle maintenance services as outlined within the attached agreement with a commencement date of January 1, 2016 with a termination date of December 31, 2018.


Kala Sriranganathan
Chief Financial Officer


Robert Lombard
Business Administrator

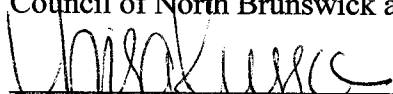

Eric Chaszar
Director of Public Works


Ronald Gordon, Esq.
Township Attorney
Approved as to legal form

RECORDED VOTE:

COUNCIL MEMBER	YES	NO	ABSTAIN	NOTES
NARRA	✓			
NICOLA 2	✓			
CORBIN	✓			
DAVIS	✓			
SOCIO	✓			
ANDREWS	✓			
MAYOR WOMACK				

I do hereby certify that the foregoing is a true copy of a Resolution passed by the Township Council of North Brunswick at a meeting duly held on the 21st day of December 2015.


Lisa Russo
Township Clerk

C: E. Chaszar

S. Borunski - Helmetta Clerk

J. Proquirit

H. Russo - Shared Services

**SHARED SERVICES AGREEMENT FOR THE PROVISION OF VEHICLE MAINTENANCE
SERVICES BY THE TOWNSHIP OF NORTH BRUNSWICK TO THE BOROUGH OF HELMETTA**

THIS AGREEMENT between the Township of North Brunswick with offices located at 710 Hermann Road, North Brunswick, New Jersey 08902 (hereinafter "North Brunswick") and the Borough of Helmetta, with offices at 60 Main Street, P.O. Box 378 Helmetta, New Jersey 08828 (hereinafter "Helmetta");

W-I-T-N-E-S-S-E-T-H:

WHEREAS, the parties are desirous of entering into an Agreement pursuant to N.J.S.A. 40A:65-1 et seq. to provide for a Shared Services Agreement; and

WHEREAS, Helmetta is desirous of obtaining vehicle maintenance services from North Brunswick to perform routine maintenance and repair functions for Helmetta's motor vehicles and North Brunswick is desirous of providing such services for the compensation set forth hereinbelow.

NOW THEREFORE, in consideration of the promises and mutual covenants herein contained and other good and valuable consideration, the parties agree as follows:

1. INCORPORATION OF RECITALS:

All of the above recitals are incorporated herein.

2. PERSONNEL:

North Brunswick shall supply to Helmetta a supervising mechanic and trained motor vehicle mechanics, qualified to perform routine maintenance and repair functions for motor vehicles owned and operated by Helmetta.

3. MAINTENANCE FACILITY:

North Brunswick shall maintain and operate motor vehicle maintenance facilities equipped to supply the requirements of this Agreement.

4. SUPPLY MAINTENANCE SERVICES:

All service and repair work performed by the North Brunswick Vehicle Maintenance Division (referred to as the "VMD") shall take place exclusively at the North Brunswick Municipal Maintenance Facility (referred to as the "MMF"), located at 45 Quarry Lane in North Brunswick, New Jersey.

As a precondition to this Agreement Helmetta shall supply a complete list of vehicles to be serviced under the terms of this Agreement, such list to be attached hereto and made a part hereof as Appendix "A". Subsequent vehicles may be added to the list by Helmetta after consideration and approval of the North Brunswick Director of Public Works or his designee, such approval not to be unreasonably withheld.

For planning purposes, where applicable, Helmetta shall supply, in advance, a *General Schedule of Preventive Maintenance* describing of the desired service for all vehicles and equipment set forth in Appendix "A".

All service requests must be fully described in writing using a North Brunswick Vehicle Maintenance Work Order Request form. No work will be performed without a written request. This form shall be the basis on which the charge for services will be calculated. A copy of the Work Order form may be obtained from the Vehicle Maintenance Division Supervising Mechanic, Robert Rodak, or his designee.

5. TERM:

This Agreement shall commence as of January 1, 2016 and shall terminate on December 31, 2018. Notwithstanding the above term, either party may terminate this Agreement with or without cause upon providing one hundred and twenty (120) days' prior written notice to the other party. Notices shall be sent by certified mail, return receipt requested, to the attention of the Business Administrator of each party hereto, as the addresses set forth hereinabove.

6. MOTOR VEHICLE SERVICE RATE AND PAYMENT SCHEDULE:

Helmetta shall pay for mechanical services provided by North Brunswick to its motor vehicle fleet as follows:

- a. **\$54.00** per hour for mechanic labor during normal working hours January 1, 2016-December 31, 2016;
- b. **\$55.00** per hour for mechanic labor during normal working hours January 1, 2017-December 31, 2017;
- c. **\$56.00** per hour for mechanic labor during normal working hours January 1, 2018-December 31, 2018;
- d. Cost of required parts and materials for a service/repair plus twenty percent (20%) overhead;
- e. Reimbursement of fees related to State or Federal requirements; and
- f. Payment shall be made within forty-five (45) days after receipt of invoice from North Brunswick. Invoice billing period is the prior calendar month.

7. SCHEDULING OF SERVICE APPOINTMENTS:

Helmetta is responsible to arrange a Preventative Maintenance appointment with North Brunswick Vehicle Maintenance Division one (1) week in advance of vehicle delivery to the MMF.

8. TRANSPORT OF VEHICLES:

Helmetta shall be responsible for transport of all vehicles requiring maintenance (Preventative Maintenance or other service) both to and from the MMF.

9. VEHICLE DROP OFF:

Vehicles are to be delivered to the MMF during regular working hours: 7:00 a.m. to 3:30 p.m. Monday through Friday, excluding weekends and holidays.

All vehicles delivered to the MMF shall be checked in *exclusively* by the Vehicle Maintenance Division personnel who will process the Work Order Request, secure the vehicle keys, and direct placement of the vehicle to await service. No other North Brunswick employee is authorized to accept delivery of a Helmetta vehicle for mechanical service.

Helmetta shall confirm delivery of vehicles to the MMF with the North Brunswick VMD by phone call within two (2) hours of the estimated time of arrival at the MMF garage.

A Work Order Request containing details of problems, requested repair work or scheduled Preventative Maintenance must accompany each vehicle so delivered. No vehicle will be accepted without a written work request.

10. VEHICLE PICK UP:

When service work is completed, the VMD will notify a designated representative of Helmetta for pickup.

11. WORK ORDER SCHEDULE:

The North Brunswick VMD will make every effort in good faith to complete work as scheduled, but retains the right to rearrange the order of service, in its sole discretion, based on internal priorities which may extend the anticipated completion time of a Helmetta vehicle. No work will be initiated without a written work request from Helmetta.

12. LIMITED SERVICES:

- a. Tires: Tire services for large trucks shall be extended to Helmetta by State Contract Vendor Perth Amboy Tire.
- b. Small truck tires will be repaired or replaced by the VMD, at Helmetta's sole cost and expense, if requested by Helmetta.
- c. Heavy equipment tires shall remain the responsibility of Helmetta.
- d. Transmissions: If the VMD Supervising Mechanic determines a transmission evaluation or repair is required he will advise Helmetta of his recommendations. Helmetta shall be responsible to authorize further action or not, in accordance with the best interests of their community. If authorized, and if applicable, the VMD will:
 - (1) Arrange for towing from the MMF to the location of a transmission servicer;
 - (2) supply transmission function information to the service company technicians;
 - (3) obtain price estimates if requested by Helmetta;
 - (4) Notify Helmetta when and where to pick up the vehicle when the work is completed; and
 - (5) Invoice Helmetta a \$100.00 administrative fee for the above-described transmission work.

13. EXCLUSIONS:

The Township of North Brunswick VMD shall not provide:

- a. Emergency Road Service Response;
- b. Work continuing past normal working hours;
- c. Towing or transport of disabled vehicles (see exception: transmission service); or
- d. Tire services for Heavy Equipment.

14. ADDITIONAL EXCLUSIONS/SPECIALIZED EQUIPMENT:

Specialized Equipment such as Jet Vacuum/Sewer Maintenance Equipment is to be considered outside the scope of this Agreement. Standard O.M. truck chassis, power train, etc. upon which such equipment is mounted, shall be considered within the scope of service ONLY if said chassis components have not been modified or are not integrally linked (mechanically or electronically) with a function of Specialized Equipment.

15. FURTHER EXCLUSIONS:

Also excluded from scope of service:

- a. Transmission repair (except as noted under Limited Services);
- b. Hydraulic components;
- c. Snow plows components;
- d. Air conditioning equipment;
- e. Pumps and Generators;
- f. Small engine repairs (lawn mowers /chainsaws, weed whackers etc.);
- g. Collision restoration work;
- h. Motorcycles; and
- i. Traffic Control Devices.

If questions arise regarding the acceptability of specific vehicles or equipment that have not been listed under exclusions, a written request setting forth specific reasoning for inclusion of that vehicle under the scope of service shall be submitted by Helmetta to the Director of the North Brunswick Department of Public Works. Subsequent determination by the Director of the North Brunswick Department of Public Works shall be considered final.

16. INDEMNIFICATION:

In reference to this Agreement each party shall indemnify, protect, and hold harmless the other from and against any and all damages of any nature and kind, claims, suits or proceedings of any nature and kind, judgments, liabilities, losses, costs and expenses (including, but not limited to, attorneys' fees, court and arbitration costs) brought against either party hereto in connection with the services contemplated in this Agreement.

17. INSURANCE:

Helmetta shall name the Township of North Brunswick as an additional insured on its liability policy with a minimum limit of \$1,000,000.00. Helmetta shall provide North Brunswick with a Certificate of Insurance to authenticate the coverage within thirty (30) days after this Agreement is promulgated, such Certificate being subject to the review and approval of North Brunswick's Township Attorney. Failure to provide certification of insurance shall be cause for termination of this Agreement.

18. WARRANTY RESPONSIBILITY:

North Brunswick assumes NO responsibility or liability for warranty conditions, terms, limitations, or requirements for any Helmetta vehicle or piece of equipment delivered to the MMF for repair or maintenance under the scope of services of this Agreement.

Warranty issues shall remain the responsibility of Helmetta. This includes, but is not limited to, any work performed by the North Brunswick DPW VMD that is determined by the warrantor to have rendered existing warranty coverage null and void.

North Brunswick will exercise reasonable caution if a warranty issue is described clearly in the accompanying work order/maintenance request for the vehicle, but accepts no responsibility or liability therefor. The warranty information must be accessible to the VMD personnel before any work is initiated.

19. MATERIAL COSTS:

Invoice pricing for materials in the agreement will be computed as follows:

- a. Bulk Materials – Current invoiced bulk cost paid by North Brunswick to the supplier, broken down into *cost per service units* and adjusted up by twenty percent (20%) overhead.
- b. Specific Parts – Parts and Services will be billed at the invoiced cost to North Brunswick plus twenty percent (20%) overhead.

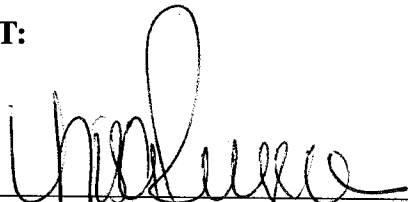
20. MISCELLANEOUS

- a. This Agreement shall be governed by the Laws of the State of New Jersey;
- b. All of North Brunswick's personnel providing services hereunder shall remain the employees of North Brunswick and shall not be under the supervision or control of Helmetta; and
- c. It is the specific intention of the parties for the purpose of this Agreement that North Brunswick shall be considered an independent contractor. Nothing in this Agreement is intended to nor shall be construed to create a partnership or employee relationship or joint venture; neither shall anything be construed to permit Helmetta to have or to exercise control, direction, supervision or professional judgment as to the manner or methods


utilized by North Brunswick's employees in performing the maintenance services described herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this ____ day of _____, 2015.

ATTEST:

By: 
Lisa Russo, Township Clerk

TOWNSHIP OF NORTH BRUNSWICK

By: 
Mayor Francis "Mac" Womack

ATTEST:

By: _____
Sandra Bohinski, Borough Clerk

BOROUGH OF HELMETTA

By: _____
Mayor Nancy Martin